

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

CHRISTIAN BAEZ, individually, and  
on behalf of all others similarly  
situated,

Plaintiffs,

v.

HARVARD MAINTENANCE, INC.,

Defendant.

Civ. A. No. 1:22-cv-12199

**STATE COURT RECORD**

Pursuant to Local Rule 81.1(a), Defendant Saks & Company LLC respectfully submit certified or attested copies of all records and proceedings in the state court and a certified or attested copy of all docket entries in the state court.

Respectfully submitted,

HARVARD MAINTENANCE, INC.,

/s/ Joshua D. Nadreau

Joshua D. Nadreau (BBO No. 688970)

FISHER & PHILLIPS LLP

200 State Street, 7<sup>th</sup> Floor

Boston, Massachusetts 02109

Tel: (617) 722-0044

Fax: (617) 532-5899

jnadreau@fisherphillips.com

Its Attorney

Dated: December 29, 2022

**CERTIFICATE OF SERVICE**

I, Joshua D. Nadreau, hereby certify that this document, filed through the ECF system, will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF).

Dated: December 29, 2022

/s/ Joshua D. Nadreau

Joshua D. Nadreau



**NORFOLK COUNTY  
Docket Report**

**2282CV01048 Baez, Christian vs. Harvard Maintenance, Inc.**

<b>CASE TYPE:</b> Equitable Remedies <b>ACTION CODE:</b> D13 <b>DESCRIPTION:</b> Declaratory Judgment G.L. c. 231A <b>CASE DISPOSITION DATE:</b> 12/27/2022 <b>CASE DISPOSITION:</b> Transferred to another Court <b>CASE JUDGE:</b>	<b>FILE DATE:</b> 11/07/2022 <b>CASE TRACK:</b> A - Average  <b>CASE STATUS:</b> Closed <b>STATUS DATE:</b> 12/27/2022 <b>CASE SESSION:</b> Civil D / VC
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**DCM TRACK**

Tickler Description	Due Date	Completion Date
Service	02/06/2023	12/27/2022
Answer	03/07/2023	12/27/2022
Rule 12/19/20 Served By	03/07/2023	12/27/2022
Rule 12/19/20 Filed By	04/06/2023	12/27/2022
Rule 12/19/20 Heard By	05/08/2023	12/27/2022
Rule 15 Served By	01/01/2024	12/27/2022
Rule 15 Filed By	01/31/2024	12/27/2022
Rule 15 Heard By	01/31/2024	12/27/2022
Discovery	10/28/2024	12/27/2022
Rule 56 Served By	11/26/2024	12/27/2022
Rule 56 Filed By	12/26/2024	12/27/2022
Final Pre-Trial Conference	04/25/2025	12/27/2022
Judgment	11/06/2025	12/27/2022

**PARTIES**

<b>Plaintiff</b> Baez, Christian	<b>Attorney</b> <span style="float: right;"><b>634344</b></span> James W Simpson Law Offices of James W. Simpson, Jr., P.C. Law Offices of James W. Simpson, Jr., P.C. 100 Concord St Suite 3B Framingham, MA 01702 Work Phone (508) 872-0002 Added Date: 11/07/2022
<b>Defendant</b> Harvard Maintenance, Inc. 44 School Street Suite 505 Boston Boston, MA 02108	<b>Attorney</b> <span style="float: right;"><b>688970</b></span> Joshua D Nadreau Fisher and Phillips, LLP Fisher and Phillips, LLP 200 State St 7th Floor Boston, MA 02109 Work Phone (617) 722-0044 Added Date: 12/27/2022



**NORFOLK COUNTY  
Docket Report**

**FINANCIAL DETAILS**

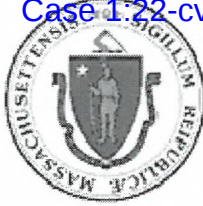
Date	Fees/Fines/Costs/Charge	Assessed	Paid	Dismissed	Balance
11/07/2022	Civil Filing Fee (per Plaintiff) Receipt: 25823 Date: 11/07/2022	240.00	240.00	0.00	0.00
11/07/2022	Civil Security Fee (G.L. c. 262, § 4A) Receipt: 25823 Date: 11/07/2022	20.00	20.00	0.00	0.00
11/07/2022	Civil Surcharge (G.L. c. 262, § 4C) Receipt: 25823 Date: 11/07/2022	15.00	15.00	0.00	0.00
11/07/2022	Fee for Blank Summons or Writ (except Writ of Habeas Corpus) MGL 262 sec 4b Receipt: 25823 Date: 11/07/2022	10.00	10.00	0.00	0.00
<b>Total</b>		<b>285.00</b>	<b>285.00</b>	<b>0.00</b>	<b>0.00</b>

**INFORMATIONAL DOCKET ENTRIES**

Date	Ref	Description	Judge
11/07/2022		Attorney appearance On this date James W Simpson, Esq. added for Plaintiff Christian Baez	
11/07/2022		Case assigned to: DCM Track A - Average was added on 11/07/2022	
11/07/2022	1	Original civil complaint filed.	
11/07/2022	2	Civil action cover sheet filed.	
11/07/2022		Demand for jury trial entered.	
11/07/2022		EDocument sent: A Tracking Order was generated and sent to: Plaintiff, Attorney: James W Simpson, Esq. jwsimpson11@verizon.net	
11/27/2022		One Trial case reviewed by Clerk, case to remain in the Superior Court.  Judge: Hickey, Mary K	Hickey
12/20/2022	3	Service Returned for Defendant Harvard Maintenance, Inc.: Service made in hand; to Kendedi Duval, Agent and person in charge at the time of service for Harvard Maintenance, Inc at United Corporation Services, Inc at 44 School Street 505 Boston MA 02108  Applies To: Harvard Maintenance, Inc. (Defendant)	
12/27/2022	4	Defendant Harvard Maintenance, Inc.'s Notice of Removal (E-filed on 12/26/2022)	
12/27/2022		Attorney appearance On this date Joshua D Nadreau, Esq. added for Defendant Harvard Maintenance, Inc.	
12/27/2022		Case transferred to another court.	

I ATTEST THAT THIS DOCUMENT IS A  
CERTIFIED PHOTOCOPY OF AN ORIGINAL  
ON FILE

*Patricia L. Litchi*  
Deputy Assistant Clerk  
12/27/22



NORFOLK COUNTY  
Docket Report

## COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

SUPERIOR COURT DEPT.

CIVIL ACTION NO. 2282CV01048

CHRISTIAN BAEZ, individually,  
and on behalf of  
all others similarly situated,

Plaintiffs,

v.

HARVARD MAINTENANCE, INC.

Defendant,

JURY TRIAL DEMANDED

RECEIVED & FILED  
2022 NOV -7 PM12:32  
CLERK OF THE COURTS  
NORFOLK COUNTY

## CLASS ACTION COMPLAINT

I. INTRODUCTION

This is a class action brought on behalf of individuals who have performed cleaning services for Defendant, Harvard Maintenance, Inc. (collectively “Defendant”) within the Commonwealth of Massachusetts. The above-named plaintiff and others similarly situated individuals have been subjected to a number of systemic violations of law in their relations with the Defendant as described below. The Defendant has improperly misclassified many of its “commercial cleaners” as independent contractors, when they are actually employees entitled to the protections of the wage laws (including timely payment of all wages, minimum wage, and overtime pay), as well as other benefits of employment, such as eligibility for unemployment and

workers' compensation and sick leave. In this action, the above-named plaintiff seeks to recover, on his own behalf and on behalf of all similarly situated individuals, compensation for these violations, statutory trebling of damages, and attorneys' fees and costs, as provided for by law.

## **II. PARTIES**

1. Plaintiff, Christian Baez, is an adult resident of Quincy, Massachusetts, who performed cleaning services for Defendant from approximately 2019 to the present.

2. This is a class action that the above-named plaintiff brings on his own behalf and on behalf of all others similarly situated, namely all other individuals who have performed cleaning services for Defendant in Massachusetts and have been subjected to the legal violations described in this complaint. The class meets all of the requirements of Rule 23 of the Massachusetts Rules of Civil Procedure.

3. Defendant, Harvard Maintenance, Inc.. (hereinafter "Defendant") is a foreign corporation incorporated in the State of Florida and who has submitted a registration to do business within the Commonwealth of Massachusetts. By its own activities and/or those performed through its corporate affiliates, the Defendant has subjected itself to jurisdiction in Massachusetts.

## **III. JURISDICTION AND VENUE**

4. This Court has original jurisdiction over each of the parties in this action pursuant to M.G.L. c. 212 Section 4. This court has jurisdiction over the subject matter of this action as the amount in controversy is greater than the sum of \$50,000.00.
5. Venue is appropriate pursuant to M.G.L. c. 223 Section 1.

## **IV. STATEMENT OF FACTS**

### **A. The Defendants' Misclassification Scheme**



6. The Defendant has entered into contracts with more than 50 individuals in Massachusetts for the performance of cleaning work for its customers who negotiate cleaning services accounts with the Defendant. These individuals include the above-named Plaintiff.

7. The Defendant's contract with these individuals is a standard-form "master agreement" establishing the terms of the relationship between the parties. (Exhibit "A")

8. None of the individuals were able to negotiate for different terms and conditions from those appearing in the standard-form master agreements provided by the Defendant.

9. Upon information and belief, the Defendant target individuals with limited fluency in English because they are easily victimized by the Defendant's misrepresentations and other systemic legal violations, as described herein. These individuals are primarily non-English-speaking immigrants.

10. As the Defendant is well aware, the individuals that it targets to sign these agreements do not understand the agreements and are unaware that the agreements purport to waive a number of their legal rights.

11. The Plaintiff and others service a variety of business which has entered into a cleaning contracts with the Defendant.

12. The Plaintiff and others perform cleaning services for the Defendant's customers and have no say in the amount that is charged for their cleaning services. In fact, pursuant to their agreements with the Plaintiff and others, the cleaners are not allowed to solicit any customer of the Defendant or directly compete against the Defendant for the Defendant's customers.



13. The Plaintiff and others perform services which are in the usual course of the Defendant's business. In fact, on its website, the Defendant lists cleaning under its primary services it provides to its customers. (Exhibit "B") Moreover, in filings with the Secretary of the Commonwealth of Massachusetts, the Defendant lists "janitorial services" as the business it is engaged in. (Exhibit "C").

**B. The Defendants' Misclassification of Its Cleaning Workers as Independent Contractors**

14. The Defendant purports to classify its cleaning workers as independent contractors. However, these workers are in fact employees, as they do not meet the definition of independent contractors as set forth in Mass. Gen. L. c. 149 § 148B.

15. The cleaning workers perform services within the Defendants' usual course of business, which is to provide cleaning services to customers. The services they provide are essential to the services provided by the Defendant to its customers. The services provided by the Plaintiff and others provide revenue to the Defendant.

16. In addition, the behavioral and financial control manifested over these workers by the Defendant demonstrates that the workers are employees rather than independent contractors.

17. The Defendant instructs the cleaning workers in how to do their work and dictate their performance of the details of their jobs. For example, managers for the Defendant frequently email, text or call the Plaintiff and other individuals during the day or week to instruct them on what areas require special attention, customer complaints, and additional areas that require cleaning. There are cleaning checklists produced by the Defendant which outline which specific areas of the customers' facility are to be cleaned, in what order, and how frequently.

18. The Defendant also requires the Plaintiffs and others to complete reports which are used to monitor the cleaning performed at its customer's locations.

19. Frequently, the Plaintiff and others are required to spend their own money on supplies necessary to complete their cleaning jobs including cleaning chemicals, mops, buckets, vacuum bags. Also, they are often required to spend their own money on trash bags, toilet tissue, paper towels and other items. The workers are not reimbursed for these expenses.

20. Often, the Plaintiff and others are required by managers to complete so called “extra” cleaning tasks at the customer’s accounts for which they are not compensated. Such tasks include stripping and waxing floors and other tasks.

21. The cleaning workers generally do not work in an independently established trade, occupation, profession, or business. Instead, as required by their contracts, the cleaning workers perform cleaning services exclusively for the Defendant’s clients.

22. Also, the cleaning workers do not represent themselves to the public as being in an independent business to provide cleaning services, and they typically have not invested in an independent business.

23. The Plaintiff and others are required to maintain a minimum amount of liability insurance and workers compensation coverage and pay for same. These expenses would not be required if they were properly classified as employees.

24. The Plaintiff and others cannot negotiate the amount they are paid for their services. They are often presented with take it or leave it proposals to provide cleaning. Often, workers are quoted a price by the Defendant to provide cleaning services only to have it later reduced once the workers begin servicing the accounts.

25. Because of their misclassification by Defendants as independent contractors, these cleaning workers have not received the benefits that inure from the employment relationship under law.

26. For example, Defendants' cleaning workers frequently do not receive the Massachusetts minimum wage for the work they perform after deductions from their pay are made for expenses such as worker's compensation insurance, liability insurance and supplies.

27. Although some of them work more than 40 hours per week (some more than 60 or 70 hours per week), they do not receive one and one-half times their regular rate for hours worked in excess of 40 hours per week.

28. These cleaning workers do not receive pay for their time spent traveling between different accounts during the work day.

29. The Plaintiff and others are paid once a month for their services which is an untimely payment of wages under the Massachusetts Wage Laws.

30. Also, because of the misclassification, Defendant's cleaning workers do not receive unemployment when they lose their jobs, nor do they receive workers' compensation when they are injured on the job unless they have purchased their own policy.

31. The workers also do not receive any paid time off or sick time which they would be entitled to under Massachusetts Law.

#### **CLASS ALLEGATIONS**

32. The Plaintiff seeks to represent a Class of similarly situated individuals.

33. The Class members are so numerous that joinder of all their members would be impracticable. On information and belief, over the relevant period, more than 60 individuals would be part of the class.

34. Defendant engages in a common course of conduct that violated the legal rights of the Plaintiff and the Class members. There are numerous material questions of law or fact common to the Class that will necessarily dominate the Court's analysis of Plaintiff's claims, including, primarily whether the Defendant mis-classified the Plaintiffs as independent contractors, made unlawful deductions from their pay and shifted the cost of doing business on the Plaintiff and other cleaners.
35. The Plaintiff's claims are typical of the claims belonging to absent Class members. The Plaintiff and the absent Class members are similarly-situated employees who performed the same work under the same conditions, were improperly classified as independent contractors, had improper deductions taken out of their pay and were forced to incur expenses related to the Defendant's operation of its business and, as a result, suffered the same type of harm.
36. The Plaintiff will fairly and adequately assert and protect the interests of absent Class members. The Plaintiffs are familiar with the facts that form the bases of the Class members' claims.
37. The Plaintiffs have retained competent and experienced Class action counsel who intend to prosecute this action vigorously. Plaintiffs' counsel have successfully prosecuted many complex Class actions, including wage and hour class actions, and will fairly and adequately protect the interests of the absent Class members; and
38. Allowing this action to proceed as a class action will provide a fair and efficient method for adjudication of the issues presented by this controversy. Common questions of law or fact predominate over any questions affecting only individual members, as the Plaintiffs seeks to remedy a shared legal grievance (e.g., non-payment of wages, improper

deductions) and shared harm (e.g., unpaid wages and employment benefits) on behalf of a Class of similarly-situated employees.

39. The class action device is superior to other available means for the fair and efficient adjudication of the Plaintiff's claims. The relief sought by individual Class members is small given the burden and expense of individual prosecution of the potentially extensive litigation necessitated by the Defendant's conduct. Individual litigation of the legal and factual issues raised by the Defendant's conduct would cause unavoidable delay, a significant duplication of efforts, and an extreme waste of resources. Alternatively, proceeding by way of a Class action would permit the efficient supervision of the Class' claims, give rise to numerous economies of scale for the Court and for the parties, and result in a binding and uniform adjudication on each issue for every party.
40. The Plaintiffs seeks certification of a class of all similarly situated employees who worked for the Defendant in Massachusetts at any time within the three (3) years of the commencement of this action up through the time of judgment, or such other times as determined by the Court.
41. The Plaintiff and others perform services which is integral to the business of the Defendant; ie, they perform cleaning services and the Defendant is engaged in the business of performing cleaning services for its customers.
42. The Plaintiff has sought and received permission to proceed with a private right of action from the Massachusetts Attorney General.

**COUNT I**

**(Violation of Massachusetts Independent Contractor Law)**

The Defendant's misclassification of its cleaning workers as independent contractors instead of employees violates Mass. Gen. Laws c. 149 § 148B. This claim is asserted pursuant to Mass. Gen. Laws c. 149 § 150.

**COUNT II**

**(Wage Law Violations)**

The Defendant's misclassification of its cleaning workers as independent contractors has deprived them of the protections of the Massachusetts wage laws, including guaranteed minimum wage, overtime pay, and timely payments of all wages owed, payment of workers compensation and liability insurance and payment of supplies, in violation of Mass. Gen. L. c. 151 § 1, and Mass. Gen. L. c 151. §§ 1A and 1B, and Mass. Gen. L. c. 149 § 148.

### **JURY DEMAND**

Plaintiff requests a trial by jury on all their claims.

WHEREFORE, Plaintiff requests that this Court enter the following relief:

1. Certification of this case as a class action;
2. Injunctive relief, requiring Defendant to cease its illegal practices;
3. Rescission of the written contracts between Defendant and the plaintiffs and class members, in whole or in part;
4. Restitution for all wages and other employment-related benefits that are owed to plaintiffs and class members as described above;
5. All other damages to which the plaintiffs and class members may be entitled under the above-referenced statutes and common law;
6. Statutory trebling of all wage-related damages and all damages attributable to Defendant; and
7. Any other relief to which the plaintiffs and class members may be entitled.

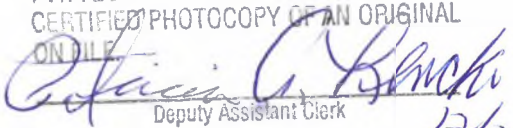


Respectfully submitted,  
The Plaintiff, Christian Baez, and all others similarly situated,  
By his attorney,

/S/ James W. Simpson, Jr.

James W. Simpson, Jr. BBO#634344  
100 Concord Street, Suite 3b  
Framingham, MA 01702  
(508) 872-0002  
Jwsimpson11@verizon.net

Dated: October 6, 2022

I ATTEST THAT THIS DOCUMENT IS A  
CERTIFIED PHOTOCOPY OF AN ORIGINAL  
ON FILE  
  
Deputy Assistant Clerk  
12/29/22

# EXHIBIT A



**ALLIANCE SERVICE PARTNER  
"MASTER AGREEMENT"**

This Agreement is made and entered into on by and between Harvard Maintenance, Inc. (the "Company") and MG Cleaning Services (known as "Alliance Service Partner" or "ASP") and is effective as of September 9, 2019 (the "Effective Date").

WHEREAS, The Company desires to retain Alliance Service Partner to assist the Company and to perform certain janitorial contract duties (hereinafter referred to as "Contract Duties") for the Company;

WHEREAS, ASP, in turn, desires to perform such Contract Duties, all as and pursuant to the provisions of this Agreement;

WHEREAS, ASP is skilled in the performance of the Contract Duties (identified below) and has offered to perform the Contract Duties with respect to certain site(s) (the "Property" or "Building"); and

WHEREAS, ASP acknowledges the Property is owned by an individual, individuals, entity or entities (referred herein as "Owner") and is, or in the future may be, managed in all or part by a third-party manager or management company (referred herein as "Manager").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, including but not limited to the Company's retention of ASP, and disclosure to ASP of certain of the Company's confidential and proprietary information, it is agreed as follows:

**1. Term of Agreement**

The initial term of this Agreement (the "Initial Term") shall commence as of the Effective Date and shall continue through the end of the day immediately preceding the second (2nd) anniversary date of this Agreement unless sooner terminated pursuant to the terms of this Agreement. After the Initial Term, this Agreement shall continue for successive periods of one year each (each, an "Extension Period") unless the Company delivers notice thereof to ASP on or prior to ten (10) days, or the ASP delivers notice thereof to Company on or prior to sixty (60) days, before the expiration of the Initial Term or the current Extension Period, as the case may be (the Initial Term, as it may be so extended, the "Term"). .

**2. Contractual Duties**

2.1 **Duties.** During the Term of this Agreement, ASP shall timely and fully perform all of the Contract Duties set forth in **Exhibit A**, as may be amended by written amendments (including, but not limited to, work orders and work tickets) signed by both parties. ASP shall use its best efforts and abilities to perform the Contract Duties. The Company may, from time to time, by providing written notice to ASP, alter, change, add or delete (collectively referred to as "Changes") any of the Contract Duties that ASP is performing for the Company during the Term of this Agreement, by work ticket, work order or otherwise. Any addition to or deletion from the compensation provided pursuant to this Agreement by the Company to the ASP, based upon the Changes caused by the Company will also be contained in the written notice from the Company to ASP.

2.2 **Additional Services.** From time to time during the term of this Agreement, Company may request ASP to perform services or provide materials that are not set forth in the Contract Duties but are related to the

## EXHIBIT B

## Primary Services

Facility and Property Managers face a variety of challenges every day. Those challenges include making sure their environments are clean and healthy, containing costs, and ensuring that their business practices are sustainable and environmentally responsible. Harvard has broad-based capabilities to meet your specific facility maintenance needs, regardless of how varied or challenging. Our solutions ensure your facility is kept in peak condition. As one of the premier providers of managed services in the country, we welcome the opportunity to help you achieve your facility maintenance goals.

Cleaning for Wellness

Day Cleaning

Ancillary Services

Education  
CleanCampus

## Markets Served

# EXHIBIT C



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division  
 One Ashburton Place, 17th floor  
 Boston, MA 02108-1512  
 Telephone: (617) 727-9640

**Annual Report**

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 000674074

1. Exact name of the corporation: HARVARD MAINTENANCE, INC.

2. Jurisdiction of Incorporation: State: NY Country: USA

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: UNITED CORPORATE SERVICES, INC.

No. and Street: 44 SCHOOL STREET

SUITE 505

City or Town: BOSTON

State: MA

Zip: 02108

Country: USA

5. Street address of the corporation's principal office:

No. and Street: 201 SOUTH BISCAYNE BLVD.

24TH FLOOR

City or Town: MIAMI

State: FL

Zip: 33131

Country: USA

6. Provide the name and business street address of the officers and of all the directors of the corporation:  
 (A president, treasurer, secretary and at least one director are required.)

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	STANLEY K DOOBIN	201 SOUTH BISCAYNE BLVD, 24TH FL MIAMI, FL 33131 USA
TREASURER	STANLEY K DOOBIN	201 SOUTH BISCAYNE BLVD, 24TH FL MIAMI, FL 33131 USA
SECRETARY	W. CARL DREW	201 SOUTH BISCAYNE BLVD, 24TH FL MIAMI, FL 33131 USA
VICE PRESIDENT	NATHALIE R DOOBIN	201 SOUTH BISCAYNE BLVD, 24TH FL MIAMI, FL 33131 USA
DIRECTOR	STANLEY K DOOBIN	201 SOUTH BISCAYNE BLVD, 24TH FL MIAMI, FL 33131 USA

7. Briefly describe the business of the corporation:

JANITORIAL SERVICES

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles	Total Issued
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Save as PDF

Reset

<b>CIVIL ACTION COVER SHEET</b>		DOCKET NUMBER <b>22820V01048</b>	<b>Trial Court of Massachusetts The Superior Court</b>	
Help-Party Information		COUNTY <b>Norfolk Superior Court (Dedham)</b>		
Plaintiff <b>Christian Baez</b>		Defendant: <b>Harvard Maintenance, Inc.</b>		
ADDRESS: <b>32 Sea Street</b>		ADDRESS: <b>201 South Biscayne Blvd</b>		
<b>Quincy, MA 02170</b>		<b>24th Floor</b>		
		<b>Miami, FL 33131</b>		
Plaintiff Attorney: <b>James W. Simpson, Jr.</b>		Defendant Attorney: <b></b>		
ADDRESS: <b>100 Concord Street, Suite 3b</b>		ADDRESS: <b></b>		
<b>Framingham, MA 01702</b>				
BBO: <b>634344</b>		BBO: <b></b>		
		Add Parties		Remove Pa
<b>TYPE OF ACTION AND TRACK DESIGNATION (see instructions section below)</b>				
CODE NO. <b>D13</b>	TYPE OF ACTION (specify) <b>Declaratory Judgment</b>	TRACK <b>A</b>	HAS A JURY CLAIM BEEN MADE? <input checked="" type="radio"/> YES <input type="radio"/> NO	
*If "Other" please describe: <b></b>				
Is there a claim under G.L. c. 93A? <input type="radio"/> YES <input type="radio"/> NO		Is there a class action under Mass. R. Civ. P. 23? <input type="radio"/> YES <input type="radio"/> NO		
<b>STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A</b>				
The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiff's counsel relies to determine money dam For this form, disregard double or treble damage claims; indicate single damages only.				
<b>TORT CLAIMS</b>				
A. Documented medical expenses to date				
1. Total hospital expenses				
2. Total doctor expenses				
3. Total chiropractic expenses				
4. Total physical therapy expenses				
5. Total other expenses (describe below)				
Subtotal (1-5): <b>\$0.00</b>				
B. Documented lost wages and compensation to date				
C. Documented property damages to date				
D. Reasonably anticipated future medical and hospital expenses				
E. Reasonably anticipated lost wages				
F. Other documented items of damages (describe below)				
TOTAL (A-F): <b>\$0.00</b>				
G. Briefly describe plaintiff's injury, including the nature and extent of injury:				
<b>CONTRACT CLAIMS</b>				
<input type="checkbox"/> This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).				
Item #	Detailed Description of Each Claim			Amount
1.	Defendant misclassified Plaintiff and others are independent contractors, failed to pay proper wages			\$100,000
Total				\$100,000
Add Claim				Delete C
Signature of Attorney/Unrepresented Plaintiff: <b>X James W. Simpson, Jr.</b>				Date: <b>October 7, 2022</b>
RELATED ACTIONS: Please provide the case number, case name, and county of any related actions pending in the Superior Court.				
CERTIFICATION PURSUANT TO S.J.C. RULE 1:18				

RECEIVED & FILED  
 (TO PLAINTIFF'S ATTORNEY: 2022 DEC 20 AM 11:00  
 CLERK OF THE COURT'S  
 NORFOLK COUNTY

PLEASE CIRCLE TYPE OF ACTION INVOLVED:  
 TORT - MOTOR VEHICLE TORT - CONTRACT -  
 EQUITABLE RELIEF - OTHER)

## COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT  
CIVIL ACTION

NO. 2222CV01048

CHRISTIAN BAEZ, Plaintiff(s)

v.  
HARVARD MINTHUNE INC., Defendant(s)

## SUMMONS

To the above-named Defendant:

You are hereby summoned and required to serve upon Jared Simpson plaintiff's attorney, whose address is 100 CONCORD STREET, SUITE 205, FRAMINGHAM MA 01702 an answer to the complaint which is herewith served upon you, within 20 days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You are also required to file your answer to the complaint in the office of the Clerk of this court at Dedham either before service upon the plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim which you may have against the plaintiff which arises out of the transaction or occurrence that is the subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other action.

WITNESS, Heidi E. Brieger Esquire, at Dedham the 28th day of November, in the year of our Lord two thousand and twenty-two

I ATTEST THAT THIS DOCUMENT IS A  
 CERTIFIED PHOTOCOPY OF AN ORIGINAL  
 ON FILE

Deputy Assistant Clerk

Clerk

## NOTES:

1. This summons is issued pursuant to Rules 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each such defendant, each should be addressed to the particular defendant.

**PROOF OF SERVICE OF PROCESS**

I hereby certify and return that on \_\_\_\_\_, 20\_\_\_\_, I served a copy of the within summons, together with a copy of the complaint in this action, upon the within-named defendant, in the following manner (See Mass. R. Civ. P. 4 (d) (1-5):



Suffolk County Sheriff's Department • 132 Portland Street, Boston, MA 02114 • (617) 704-6999  
Suffolk, ss.

December 6, 2022

I hereby certify and return that on 12/5/2022 at 9:30 AM I served a true and attested copy of the Summons, Complaint, Cover Sheet and Exhibits in this action in the following manner: To wit, by delivering in hand to Kennedy Duval, agent and person in charge at the time of service for Harvard Maintenance Inc., at United Corporate Services, Inc 44 School Street Suite 505 Boston, MA 02108 . Attest/Copies (\$5.00) Basic Service Fee (IH) (\$30.00) Conveyance (\$0.60) Postage and Handling (\$1.00) Travel (\$6.40) Total: \$43.00

Deputy Sheriff Joseph Casey

*Joseph Casey*  
\_\_\_\_\_  
Deputy Sheriff

22013751  
COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss. SUPERIOR COURT  
CIVIL ACTION

NO. 22CV01047  
Plaintiff

RAE

v. HARVARD MAINTENANCE  
Defendant

SUMMONS

(Mass. R. Civ. P. 4)

Docketed on 12/27/2022

4

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT DEPARTMENT OF  
THE TRIAL COURT

CHRISTIAN BAEZ, individually, and  
on behalf of all others similarly  
situated,

Plaintiffs,

v.

HARVARD MAINTENANCE, INC.,

Defendant.

Dkt. 2082-cv-01048

NOTICE OF REMOVAL

To: Civil Clerk's Office  
Norfolk County Superior Court  
650 High Street  
Dedham, MA 02026

James W. Simpson, Jr., Esq.  
100 Concord Street, Suite 3b  
Framingham, Massachusetts 01702  
Jwsimpson11@verizon.net

Please take notice that, on December 26, 2022, Defendant Harvard Maintenance, Inc. removed this civil action to the United States District Court for the District of Massachusetts, pursuant to 28 U.S.C. §§ 1332, 1441, & 1446. A copy of Harvard Maintenance Inc.'s Notice of Removal is attached hereto as Exhibit 1.



Respectfully submitted,

HARVARD MAINTENANCE, INC.,

/s/ Joshua D. Nadreau

Joshua D. Nadreau (BBO No. 688970)

FISHER & PHILLIPS LLP

200 State Street, 7<sup>th</sup> Floor

Boston, Massachusetts 02109

Tel: (617) 722-0044

Fax: (617) 532-5899

jnadreau@fisherphillips.com

Its Attorney

Dated: December 26, 2022

**CERTIFICATE OF SERVICE**

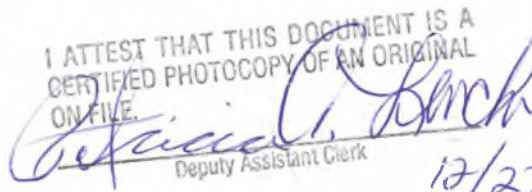
I hereby certify that a copy of the foregoing was emailed to the following  
counsel of record and parties of interest on this date.

James W. Simpson, Jr., Esq.  
100 Concord Street, Suite 3b  
Framingham, Massachusetts 01702  
Jwsimpson11@verizon.net

Dated: December 26, 2022

/s/ Joshua D. Nadreau

Joshua D. Nadreau

I ATTEST THAT THIS DOCUMENT IS A  
CERTIFIED PHOTOCOPY OF AN ORIGINAL  
ON FILE.  
  
Deputy Assistant Clerk  
12/27/22

# Exhibit 1

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

CHRISTIAN BAEZ, individually, and  
on behalf of all others similarly  
situated,

Plaintiffs,

v.

HARVARD MAINTENANCE, INC.,

Defendant.

Civ. A. No. 1:22-cv-12199

NOTICE OF REMOVAL

Pursuant to Sections 1332, 1441, and 1446 of Title 28 of the United States Code, Defendant Harvard Maintenance, Inc. hereby notices its removal of this action, which Plaintiff commenced against it in the Superior Court for the Commonwealth of Massachusetts, Norfolk County, captioned *Christian Baez, et al. v. Harvard Maintenance, Inc.*, Civil Docket No. 2082-cv-01048 (the “State Court Action”), to the United States District Court for the District of Massachusetts. The grounds for removal are as follows:

1. Defendant Harvard Maintenance, Inc. has attached hereto as Exhibit A copies of the Summons, Civil Action Cover Sheet, and Complaint, which constitutes all process, pleadings, and orders that Defendant received or of which it is aware. *See* 28 U.S.C. § 1446(a).

2. This Court has subject matter jurisdiction over this action because this is a civil action in which complete diversity of citizenship exists between Plaintiff and



Defendant, and the amount in controversy exceeds \$75,000, exclusive of interests and costs. *See* 28 U.S.C. § 1332(a).

3. This Court is the District Court of the United States for the district embracing the place where the State Court Action is pending and, accordingly, is the appropriate court for removal. *See* 28 U.S.C. § 1441(a).

4. According to his Complaint, and upon information and belief, Plaintiff is a citizen of the Commonwealth of Massachusetts, domiciled in Quincy, Massachusetts.

5. Defendant Harvard Maintenance, Inc. is a New York corporation with a principal place of business in Miami, Florida.

6. Diversity of citizenship existed between the parties at the time Plaintiff filed his Complaint and continues to exist to date.

7. In his Complaint, Plaintiff claims that Defendant violated chapter 149, §§ 148, 148B, and 150, and chapter 151 §§ 1, 1A, and 1B of the Massachusetts General Laws by allegedly misclassifying Plaintiff as an independent contractor and allegedly failing to pay Plaintiff minimum wage and overtime. Plaintiff claims he is entitled to \$100,000 as a result of the alleged “fail[ure] pay proper wages” *See* Ex. A, State Court Civil Action Cover Sheet.

8. Plaintiff's attorney's fees are also counted towards the amount-in-controversy requirement because an award of attorneys' fees is mandatory under M.G.L. c. 149, § 148 should Plaintiff prevail on his claims. *See, e.g., Spielman v. Genzyme Corp.*, 251 F.3d 1, 7 (1st Cir. 2001). This includes a reasonable estimate of

fees not yet incurred, but likely to be incurred through the duration of the litigation.

*See Youtsey v. Avibank Mfg., Inc.*, 734 F. Supp. 2d 230, 238 (D. Mass. 2010).

9. Accordingly, this matter clearly satisfies the “amount in controversy” requirement in diversity of citizenship matters, as if Plaintiff’s damages are as claimed, the total would equal \$100,000, before any attorneys’ fees are considered. *See* 28 U.S.C. § 1332(a).

10. Defendant Harvard Maintenance, Inc. will file a copy of this Notice of Removal in the State Court Action. *See* 28 U.S.C. § 1446(d).

11. Defendant will file a certified or attested copy of all records and proceedings and all docket entries filed in the State Court Action within 28 days. *See* Loc. R. Civ. P. 81.1.

12. By filing this Notice of Removal, Defendant does not waive any defenses available to it.

WHEREFORE, Defendant Harvard Maintenance, Inc. respectfully requests that this matter proceed as an action properly removed to the United States District Court for the District of Massachusetts from the Superior Court of the Commonwealth of Massachusetts, Norfolk County.

Respectfully submitted,

HARVARD MAINTENANCE, INC.,

/s/ Joshua D. Nadreau

Joshua D. Nadreau (BBO No. 688970)  
FISHER & PHILLIPS LLP  
200 State Street, 7<sup>th</sup> Floor  
Boston, Massachusetts 02109  
Tel: (617) 722-0044  
Fax: (617) 532-5899  
jnadreau@fisherphillips.com

Its Attorney

Dated: December 26, 2022

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was emailed to the following  
counsel of record and parties of interest on this date.

James W. Simpson, Jr., Esq.  
100 Concord Street, Suite 3b  
Framingham, Massachusetts 01702  
Jwsimpson11@verizon.net

Dated: December 26, 2022

/s/ Joshua D. Nadreau

Joshua D. Nadreau

# EXHIBIT A

(TO PLAINTIFF'S ATTORNEY: PLEASE CIRCLE TYPE OF ACTION INVOLVED:  
TORT - MOTOR VEHICLE TORT - CONTRACT -  
EQUITABLE RELIEF - OTHER)

## COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

SUPERIOR COURT  
CIVIL ACTION

NO. 2282CV01048

CHRISTIAN BAEZ, Plaintiff(s)

HARVARD MINTHURNE INC., Defendant(s)

## SUMMONS

To the above-named Defendant:

You are hereby summoned and required to serve upon Jared Simpson  
plaintiff's attorney, whose address is 105 CANARD Street, Suite 205, Framingham MA 01702  
an answer to the complaint which is herewith served upon you, within 20 days after service of this  
summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken  
against you for the relief demanded in the complaint. You are also required to file your answer to the  
complaint in the office of the Clerk of this court at Dedham either before service upon the plaintiff's  
attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13(a), your answer must state as a counterclaim any claim  
which you may have against the plaintiff which arises out of the transaction or occurrence that is the  
subject matter of the plaintiff's claim or you will thereafter be barred from making such claim in any other  
action.

WITNESS, Heidi E. Brieger Esquire, at Dedham the 28th  
day of November, in the year of our Lord two thousand and twenty-two

Halter C. D. Dussault Clerk.

## NOTES:

1. This summons is issued pursuant to Rules 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all such defendants should appear in the caption. If a separate summons is used for each such defendant, each should be addressed to the particular defendant.

Save as PDF

Reset

<b>CIVIL ACTION COVER SHEET</b>		<b>DOCKET NUMBER</b>	<b>Trial Court of Massachusetts The Superior Court</b>	
<a href="#">Help-Party Information</a>		<b>COUNTY</b> Norfolk Superior Court (Dedham)		
<b>Plaintiff</b> Christian Baez	<b>Defendant:</b> v Harvard Maintenance, Inc.			
<b>ADDRESS:</b> 32 Sea Street	<b>ADDRESS:</b> 201 South Biscayne Blvd			
Quincy, MA 02170	24th Floor			
	Miami, FL 33131			
<b>Plaintiff Attorney:</b> v James W. Simpson, Jr.	<b>Defendant Attorney:</b> v			
<b>ADDRESS:</b> 100 Concord Street, Suite 3b	<b>ADDRESS:</b>			
Framingham, MA 01702				
<b>BBO:</b> 834344	<b>BBO:</b>			
		<a href="#">Add Parties</a>	<a href="#">Remove Pa</a>	

TYPE OF ACTION AND TRACK DESIGNATION (see Instructions section below)

<b>CODE NO.</b>	<b>TYPE OF ACTION (specify)</b>	<b>TRACK</b>	<b>HAS A JURY CLAIM BEEN MADE?</b>
D13	Declaratory Judgment	A	<input checked="" type="radio"/> YES <input type="radio"/> NO

**\*If "Other" please describe:**

Is there a claim under G.L. c. 93A?

☐ YES ☐ NO

Is there a class action under Mass. R. Civ. P. 237?

☐ YES ☐ NO

STATEMENT OF DAMAGES PURSUANT TO G.L. c. 212, § 3A

The following is a full, itemized and detailed statement of the facts on which the undersigned plaintiff or plaintiffs counsel relies to determine money dam  
For this form, disregard double or treble damage claims; indicate single damages only.

TORT CLAIMS

**A. Documented medical expenses to date**

1. Total hospital expenses \_\_\_\_\_
2. Total doctor expenses \_\_\_\_\_
3. Total chiropractic expenses \_\_\_\_\_
4. Total physical therapy expenses \_\_\_\_\_
5. Total other expenses (describe below) \_\_\_\_\_

Subtotal (1-5): **\$0.00**

**B. Documented lost wages and compensation to date** \_\_\_\_\_

**C. Documented property damages to date** \_\_\_\_\_

**D. Reasonably anticipated future medical and hospital expenses** \_\_\_\_\_

**E. Reasonably anticipated lost wages** \_\_\_\_\_

**F. Other documented items of damages (describe below)** \_\_\_\_\_

TOTAL (A-F): **\$0.00**

**G. Briefly describe plaintiff's injury, including the nature and extent of injury:**

CONTRACT CLAIMS

☐ This action includes a claim involving collection of a debt incurred pursuant to a revolving credit agreement. Mass. R. Civ. P. 8.1(a).

Item #	Detailed Description of Each Claim	Amount
1.	Defendant misclassified Plaintiff and others are Independent contractors, failed to pay proper wages	\$100,000
<b>Total</b>		<b>\$100,000</b>

[Add Claim](#)
[Delete C](#)

Signature of Attorney/Unrepresented Plaintiff: X James W. Simpson, Jr.

Date: October 7, 202

**RELATED ACTIONS:** Please provide the case number, case name, and county of any related actions pending in the Superior Court.

CERTIFICATION PURSUANT TO S.J.C. RUI F 1-1B



COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss

SUPERIOR COURT DEPT.  
CIVIL ACTION NO.

CHRISTIAN BAEZ, individually,  
and on behalf of  
all others similarly situated,  
  
Plaintiffs,  
  
v.  
  
HARVARD MAINTENANCE, INC.  
  
Defendant,

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

I. INTRODUCTION

This is a class action brought on behalf of individuals who have performed cleaning services for Defendant, Harvard Maintenance, Inc. (collectively “Defendant”) within the Commonwealth of Massachusetts. The above-named plaintiff and others similarly situated individuals have been subjected to a number of systemic violations of law in their relations with the Defendant as described below. The Defendant has improperly misclassified many of its “commercial cleaners” as independent contractors, when they are actually employees entitled to the protections of the wage laws (including timely payment of all wages, minimum wage, and overtime pay), as well as other benefits of employment, such as eligibility for unemployment and



workers' compensation and sick leave. In this action, the above-named plaintiff seeks to recover, on his own behalf and on behalf of all similarly situated individuals, compensation for these violations, statutory trebling of damages, and attorneys' fees and costs, as provided for by law.

## **II. PARTIES**

1. Plaintiff, Christian Baez, is an adult resident of Quincy, Massachusetts, who performed cleaning services for Defendant from approximately 2019 to the present.

2. This is a class action that the above-named plaintiff brings on his own behalf and on behalf of all others similarly situated, namely all other individuals who have performed cleaning services for Defendant in Massachusetts and have been subjected to the legal violations described in this complaint. The class meets all of the requirements of Rule 23 of the Massachusetts Rules of Civil Procedure.

3. Defendant, Harvard Maintenance, Inc.. (hereinafter "Defendant") is a foreign corporation incorporated in the State of Florida and who has submitted a registration to do business within the Commonwealth of Massachusetts. By its own activities and/or those performed through its corporate affiliates, the Defendant has subjected itself to jurisdiction in Massachusetts.

## **III. JURISDICTION AND VENUE**

4. This Court has original jurisdiction over each of the parties in this action pursuant to M.G.L. c. 212 Section 4. This court has jurisdiction over the subject matter of this action as the amount in controversy is greater than the sum of \$50,000.00.
5. Venue is appropriate pursuant to M.G.L. c. 223 Section 1.

## **IV. STATEMENT OF FACTS**

### **A. The Defendants' Misclassification Scheme**

6. The Defendant has entered into contracts with more than 50 individuals in Massachusetts for the performance of cleaning work for its customers who negotiate cleaning services accounts with the Defendant. These individuals include the above-named Plaintiff.

7. The Defendant's contract with these individuals is a standard-form "master agreement" establishing the terms of the relationship between the parties. (Exhibit "A")

8. None of the individuals were able to negotiate for different terms and conditions from those appearing in the standard-form master agreements provided by the Defendant.

9. Upon information and belief, the Defendant target individuals with limited fluency in English because they are easily victimized by the Defendant's misrepresentations and other systemic legal violations, as described herein. These individuals are primarily non-English-speaking immigrants.

10. As the Defendant is well aware, the individuals that it targets to sign these agreements do not understand the agreements and are unaware that the agreements purport to waive a number of their legal rights.

11. The Plaintiff and others service a variety of business which has entered into a cleaning contracts with the Defendant.

12. The Plaintiff and others perform cleaning services for the Defendant's customers and have no say in the amount that is charged for their cleaning services. In fact, pursuant to their agreements with the Plaintiff and others, the cleaners are not allowed to solicit any customer of the Defendant or directly compete against the Defendant for the Defendant's customers.

13. The Plaintiff and others perform services which are in the usual course of the Defendant's business. In fact, on its website, the Defendant lists cleaning under its primary services it provides to its customers. (Exhibit "B") Moreover, in filings with the Secretary of the Commonwealth of Massachusetts, the Defendant lists "janitorial services" as the business it is engaged in. (Exhibit "C").

**B. The Defendants' Misclassification of Its Cleaning Workers as Independent Contractors**

14. The Defendant purports to classify its cleaning workers as independent contractors. However, these workers are in fact employees, as they do not meet the definition of independent contractors as set forth in Mass. Gen. L. c. 149 § 148B.

15. The cleaning workers perform services within the Defendants' usual course of business, which is to provide cleaning services to customers. The services they provide are essential to the services provided by the Defendant to its customers. The services provided by the Plaintiff and others provide revenue to the Defendant.

16. In addition, the behavioral and financial control manifested over these workers by the Defendant demonstrates that the workers are employees rather than independent contractors.

17. The Defendant instructs the cleaning workers in how to do their work and dictate their performance of the details of their jobs. For example, managers for the Defendant frequently email, text or call the Plaintiff and other individuals during the day or week to instruct them on what areas require special attention, customer complaints, and additional areas that require cleaning. There are cleaning checklists produced by the Defendant which outline which specific areas of the customers' facility are to be cleaned, in what order, and how frequently.

18. The Defendant also requires the Plaintiffs and others to complete reports which are used to monitor the cleaning performed at its customer's locations.

19. Frequently, the Plaintiff and others are required to spend their own money on supplies necessary to complete their cleaning jobs including cleaning chemicals, mops, buckets, vacuum bags. Also, they are often required to spend their own money on trash bags, toilet tissue, paper towels and other items. The workers are not reimbursed for these expenses.

20. Often, the Plaintiff and others are required by managers to complete so called “extra” cleaning tasks at the customer’s accounts for which they are not compensated. Such tasks include stripping and waxing floors and other tasks.

21. The cleaning workers generally do not work in an independently established trade, occupation, profession, or business. Instead, as required by their contracts, the cleaning workers perform cleaning services exclusively for the Defendant’s clients.

22. Also, the cleaning workers do not represent themselves to the public as being in an independent business to provide cleaning services, and they typically have not invested in an independent business.

23. The Plaintiff and others are required to maintain a minimum amount of liability insurance and workers compensation coverage and pay for same. These expenses would not be required if they were properly classified as employees.

24. The Plaintiff and others cannot negotiate the amount they are paid for their services. They are often presented with take it or leave it proposals to provide cleaning. Often, workers are quoted a price by the Defendant to provide cleaning services only to have it later reduced once the workers begin servicing the accounts.

25. Because of their misclassification by Defendants as independent contractors, these cleaning workers have not received the benefits that inure from the employment relationship under law.

26. For example, Defendants' cleaning workers frequently do not receive the Massachusetts minimum wage for the work they perform after deductions from their pay are made for expenses such as worker's compensation insurance, liability insurance and supplies.

27. Although some of them work more than 40 hours per week (some more than 60 or 70 hours per week), they do not receive one and one-half times their regular rate for hours worked in excess of 40 hours per week.

28. These cleaning workers do not receive pay for their time spent traveling between different accounts during the work day.

29. The Plaintiff and others are paid once a month for their services which is an untimely payment of wages under the Massachusetts Wage Laws.

30. Also, because of the misclassification, Defendant's cleaning workers do not receive unemployment when they lose their jobs, nor do they receive workers' compensation when they are injured on the job unless they have purchased their own policy.

31. The workers also do not receive any paid time off or sick time which they would be entitled to under Massachusetts Law.

#### **CLASS ALLEGATIONS**

32. The Plaintiff seeks to represent a Class of similarly situated individuals.

33. The Class members are so numerous that joinder of all their members would be impracticable. On information and belief, over the relevant period, more than 60 individuals would be part of the class.



34. Defendant engages in a common course of conduct that violated the legal rights of the Plaintiff and the Class members. There are numerous material questions of law or fact common to the Class that will necessarily dominate the Court's analysis of Plaintiff's claims, including, primarily whether the Defendant mis-classified the Plaintiffs as independent contractors, made unlawful deductions from their pay and shifted the cost of doing business on the Plaintiff and other cleaners.
35. The Plaintiff's claims are typical of the claims belonging to absent Class members. The Plaintiff and the absent Class members are similarly-situated employees who performed the same work under the same conditions, were improperly classified as independent contractors, had improper deductions taken out of their pay and were forced to incur expenses related to the Defendant's operation of its business and, as a result, suffered the same type of harm.
36. The Plaintiff will fairly and adequately assert and protect the interests of absent Class members. The Plaintiffs are familiar with the facts that form the bases of the Class members' claims.
37. The Plaintiffs have retained competent and experienced Class action counsel who intend to prosecute this action vigorously. Plaintiffs' counsel have successfully prosecuted many complex Class actions, including wage and hour class actions, and will fairly and adequately protect the interests of the absent Class members; and
38. Allowing this action to proceed as a class action will provide a fair and efficient method for adjudication of the issues presented by this controversy. Common questions of law or fact predominate over any questions affecting only individual members, as the Plaintiffs seeks to remedy a shared legal grievance (e.g., non-payment of wages, improper

deductions) and shared harm (e.g., unpaid wages and employment benefits) on behalf of a Class of similarly-situated employees.

39. The class action device is superior to other available means for the fair and efficient adjudication of the Plaintiff's claims. The relief sought by individual Class members is small given the burden and expense of individual prosecution of the potentially extensive litigation necessitated by the Defendant's conduct. Individual litigation of the legal and factual issues raised by the Defendant's conduct would cause unavoidable delay, a significant duplication of efforts, and an extreme waste of resources. Alternatively, proceeding by way of a Class action would permit the efficient supervision of the Class' claims, give rise to numerous economies of scale for the Court and for the parties, and result in a binding and uniform adjudication on each issue for every party.
40. The Plaintiffs seeks certification of a class of all similarly situated employees who worked for the Defendant in Massachusetts at any time within the three (3) years of the commencement of this action up through the time of judgment, or such other times as determined by the Court.
41. The Plaintiff and others perform services which is integral to the business of the Defendant; ie, they perform cleaning services and the Defendant is engaged in the business of performing cleaning services for its customers.
42. The Plaintiff has sought and received permission to proceed with a private right of action from the Massachusetts Attorney General.



**COUNT I**

**(Violation of Massachusetts Independent Contractor Law)**

The Defendant's misclassification of its cleaning workers as independent contractors instead of employees violates Mass. Gen. Laws c. 149 § 148B. This claim is asserted pursuant to Mass. Gen. Laws c. 149 § 150.

**COUNT II**

**(Wage Law Violations)**

The Defendant's misclassification of its cleaning workers as independent contractors has deprived them of the protections of the Massachusetts wage laws, including guaranteed minimum wage, overtime pay, and timely payments of all wages owed, payment of workers compensation and liability insurance and payment of supplies, in violation of Mass. Gen. L. c. 151 § 1, and Mass. Gen. L. c 151. §§ 1A and 1B, and Mass. Gen. L. c. 149 § 148.

### **JURY DEMAND**

Plaintiff requests a trial by jury on all their claims.

WHEREFORE, Plaintiff requests that this Court enter the following relief:

1. Certification of this case as a class action;
2. Injunctive relief, requiring Defendant to cease its illegal practices;
3. Rescission of the written contracts between Defendant and the plaintiffs and class members, in whole or in part;
4. Restitution for all wages and other employment-related benefits that are owed to plaintiffs and class members as described above;
5. All other damages to which the plaintiffs and class members may be entitled under the above-referenced statutes and common law;
6. Statutory trebling of all wage-related damages and all damages attributable to Defendant; and
7. Any other relief to which the plaintiffs and class members may be entitled.

Respectfully submitted,  
The Plaintiff, Christian Baez, and all others similarly situated,  
By his attorney,

/S/ James W. Simpson, Jr.  
James W. Simpson, Jr. BBO#634344  
100 Concord Street, Suite 3b  
Framingham, MA 01702  
(508) 872-0002  
Jwsimpson11@verizon.net

Dated: October 6, 2022

# EXHIBIT A



**ALLIANCE SERVICE PARTNER  
"MASTER AGREEMENT"**

This Agreement is made and entered into on by and between Harvard Maintenance, Inc. (the "Company") and MG Cleaning Services (known as "Alliance Service Partner" or "ASP") and is effective as of September 9, 2019 (the "Effective Date").

WHEREAS, The Company desires to retain Alliance Service Partner to assist the Company and to perform certain janitorial contract duties (hereinafter referred to as "Contract Duties") for the Company;

WHEREAS, ASP, in turn, desires to perform such Contract Duties, all as and pursuant to the provisions of this Agreement;

WHEREAS, ASP is skilled in the performance of the Contract Duties (identified below) and has offered to perform the Contract Duties with respect to certain site(s) (the "Property" or "Building"); and

WHEREAS, ASP acknowledges the Property is owned by an individual, individuals, entity or entities (referred herein as "Owner") and is, or in the future may be, managed in all or part by a third-party manager or management company (referred herein as "Manager").

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, including but not limited to the Company's retention of ASP, and disclosure to ASP of certain of the Company's confidential and proprietary information, it is agreed as follows:

**1. Term of Agreement**

The initial term of this Agreement (the "Initial Term") shall commence as of the Effective Date and shall continue through the end of the day immediately preceding the second (2nd) anniversary date of this Agreement unless sooner terminated pursuant to the terms of this Agreement. After the Initial Term, this Agreement shall continue for successive periods of one year each (each, an "Extension Period") unless the Company delivers notice thereof to ASP on or prior to ten (10) days, or the ASP delivers notice thereof to Company on or prior to sixty (60) days, before the expiration of the Initial Term or the current Extension Period, as the case may be (the Initial Term, as it may be so extended, the "Term").

**2. Contractual Duties**

2.1 Duties. During the Term of this Agreement, ASP shall timely and fully perform all of the Contract Duties set forth in Exhibit A, as may be amended by written amendments (including, but not limited to, work orders and work tickets) signed by both parties. ASP shall use its best efforts and abilities to perform the Contract Duties. The Company may, from time to time, by providing written notice to ASP, alter, change, add or delete (collectively referred to as "Changes") any of the Contract Duties that ASP is performing for the Company during the Term of this Agreement, by work ticket, work order or otherwise. Any addition to or deletion from the compensation provided pursuant to this Agreement by the Company to the ASP, based upon the Changes caused by the Company will also be contained in the written notice from the Company to ASP.

2.2 Additional Services. From time to time during the term of this Agreement, Company may request ASP to perform services or provide materials that are not set forth in the Contract Duties but are related to the

## EXHIBIT B

## EXHIBIT C





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640

**Annual Report**

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 000674074

1. Exact name of the corporation: HARVARD MAINTENANCE, INC.

2. Jurisdiction of Incorporation: State: NY Country: USA

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: UNITED CORPORATE SERVICES, INC.

No. and Street: 44 SCHOOL STREET

SUITE 505

City or Town: BOSTON State: MA Zip: 02108 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 201 SOUTH BISCAYNE BLVD.

24TH FLOOR

City or Town: MIAMI State: FL Zip: 33131 Country: USA

6. Provide the name and business street address of the officers and of all the directors of the corporation:  
(A president, treasurer, secretary and at least one director are required.)

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	STANLEY K DOOBIN	201 SOUTH BISCAYNE BLVD, 24TH FL MIAMI, FL 33131 USA
TREASURER	STANLEY K DOOBIN	201 SOUTH BISCAYNE BLVD, 24TH FL MIAMI, FL 33131 USA
SECRETARY	W. CARL DREW	201 SOUTH BISCAYNE BLVD, 24TH FL MIAMI, FL 33131 USA
VICE PRESIDENT	NATHALIE R DOOBIN	201 SOUTH BISCAYNE BLVD, 24TH FL MIAMI, FL 33131 USA
DIRECTOR	STANLEY K DOOBIN	201 SOUTH BISCAYNE BLVD, 24TH FL MIAMI, FL 33131 USA

7. Briefly describe the business of the corporation:

JANITORIAL SERVICES

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Incorporation	Total Issued and Outstanding
----------------	--	--	---------------------------------

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Christian Baez, et al.

(b) County of Residence of First Listed Plaintiff **Norfolk, MA**  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

James W. Simpson, Jr., 100 Concord Street, Suite 3b  
Framingham, Massachusetts 01702 508-872-0002

DEFENDANTS

Harvard Maintenance, Inc.

County of Residence of First Listed Defendant **Miami-Dade, FL**  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Joshua D. Nadreau, Fisher & Phillips, LLP, 200 State  
Street, 7th Fl. Boston MA 02109 617-722-0044

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ 1 ☐ 1 PTF DEF  
Citizen of Another State ☐ 2 ☐ 2 PTF DEF  
Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 PTF DEF  
Incorporated or Principal Place of Business In This State ☐ 4 ☐ 4  
Incorporated and Principal Place of Business In Another State ☐ 5 ☒ 5  
Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice <b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Tort to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education <b>PRISONER PETITIONS</b> <input checked="" type="checkbox"/> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding  
☒ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from Another District (specify)  
☐ 6 Multidistrict Litigation - Transfer  
☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statute, unless diversity):  
28 USC 1332

Brief description of cause:  
Alleged employment misclassification and unpaid wages.

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.  
DEMAND \$ 100,000

CHECK YES only if demanded in complaint.  
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

12/26/2022

/s/ Joshua D. Nadreau

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Christian Baez, et al. v. Harvard Maintenance, Inc.

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

☐

I. 160, 400, 410, 441, 535, 830\*, 835\*, 850, 880, 891, 893, R.23, REGARDLESS OF NATURE OF SUIT.

☐

II. 110, 130, 190, 196, 370, 375, 376, 440, 442, 443, 445, 446, 448, 470, 751, 820\*, 840\*, 895, 896, 899.

☒

III. 120, 140, 150, 151, 152, 153, 195, 210, 220, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 367, 368, 371, 380, 385, 422, 423, 430, 450, 460, 462, 463, 465, 480, 485, 490, 510, 530, 540, 550, 555, 560, 625, 690, 710, 720, 740, 790, 791, 861-865, 870, 871, 890, 950.

\*Also complete AO 120 or AO 121. for patent, trademark or copyright cases.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES

☐

NO

☒

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES

☐

NO

☒

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES

☐

NO

☐

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES

☐

NO

☒

7. Do all of the parties in this action, excluding governmental agencies of the United States and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES

☐

NO

☒

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division

☐

Central Division

☐

Western Division

☐

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division

☒

Central Division

☐

Western Division

☐

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES

☐

NO

☒

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Joshua D. Nadreau

ADDRESS Fisher & Phillips, LLP, 200 State Street, 7th Floor, Boston, MA 02109

TELEPHONE NO. 617-722-0044



UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

CHRISTIAN BAEZ, individually, and  
on behalf of all others similarly  
situated,

Plaintiffs,

v.

HARVARD MAINTENANCE, INC.,

Defendant.

Civ. A. No. 1:22-cv-12199

**CORPORATE DISCLOSURE STATEMENT**

Defendant, Harvard Maintenance, Inc., submits its Corporate Disclosure Statement pursuant to FED. R. CIV. P. 7.1 and Local Rule 7.3. Harvard Maintenance states that it is privately held and there are no publicly held corporations owning 10% or more of its stock.

Respectfully submitted,

HARVARD MAINTENANCE, INC.,

/s/ Joshua D. Nadreau

Joshua D. Nadreau (BBO No. 688970)

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jnadreau@fisherphillips.com

Its Attorney

Dated: December 26, 2022

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was emailed to the following  
counsel of record and parties of interest on this date.

James W. Simpson, Jr., Esq.  
100 Concord Street, Suite 3b  
Framingham, Massachusetts 01702  
Jwsimpson11@verizon.net

Dated: December 26, 2022

/s/ Joshua D. Nadreau

Joshua D. Nadreau